

A RESOLUTION APPROVING THE ALLEN COUNTY SOLID WASTE DISTRICT YARD WASTE MANAGEMENT PROGRAM CONTRACT BETWEEN THE CITY OF FORT WAYNE AND THE ALLEN COUNTY SOLID WASTE DISTRICT.

WHEREAS, the City of Fort Wayne, Indiana, through its Board of Public Works, entered into the Allen County Solid Waste District Yard Waste Management Program Contract ("Contract") with the Allen County Solid Waste District; and

WHEREAS, the Resolution of the Fort Wayne Board of Public Works (Exhibit "A") approving the Contract is attached hereto and made a part hereof; and

WHEREAS, the Contract establishes a convenient place to drop off yard waste and defines the rights and obligations of the parties with respect to the District Yard Waste Management Program; and

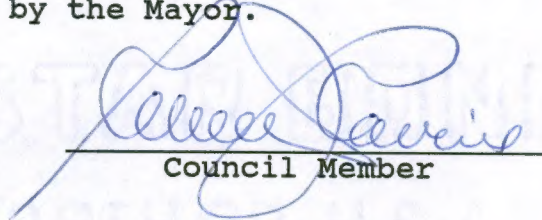
WHEREAS, the term of the Contract is September 1, 1993, to August 31, 1994, and shall automatically renew for subsequent terms of one year unless written notice of intent to terminate is given by either party at least ninety (90) days prior to expiration of the current term or any subsequent term.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

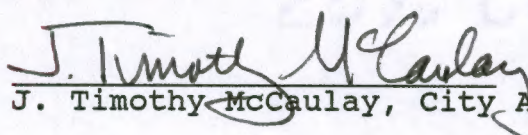
SECTION 1. The Allen County Solid Waste District Yard Waste Management Program Contract (Exhibit "B" attached hereto and made a part hereof) by and between the City of Fort Wayne, through its Board of Public Works, and the Allen County Solid Waste District is hereby approved and ratified.

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SECTION 2. That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

A RESOLUTION to approve the contract between the City of Fort Wayne and the Allen County Solid Waste District for participation in the Allen County Solid Waste District Yard Waste Management Program

WHEREAS, It is in the best interest of the City of Fort Wayne to enter into an agreement with Allen County Solid Waste District to establish a convenient place to drop off yard waste (Program funded by the District); and

WHEREAS, The purpose of this Contract is to define the rights and obligations of the parties with respect to the District Yard Waste Management Program; and

WHEREAS, The District and City of Fort Wayne shall cooperate and make all reasonable efforts to ensure expeditious implementation of the various provision of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner; and


WHEREAS, It is the parties intent that the term of this Contract run from September 1, 1993, to August 31, 1994, regardless of the date of execution of this document, unless earlier termination occurs by operation of law or according to the provisions herein. This Contract shall automatically renew for subsequent terms of one year unless written notice of intent to terminate is given by either party at lease ninety (90) days prior to expiration of the current term or any subsequent term.

Such renewal (s) shall be under the same terms and conditions stated in this contract, unless modifications are made to this Contract in writing;


NOW, THEREFORE, the Board of Public Works does hereby grant authority to Charles E. Layton, Director of the Board of Public Works, as the Authorized Representative for this contract for the City.

RESOLVED THIS 8th day of December, 1993.

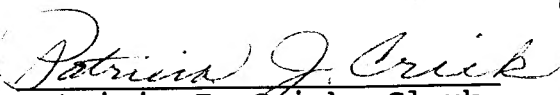
FORT WAYNE BOARD OF PUBLIC WORKS

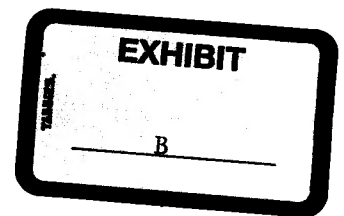

Charles E. Layton, Director


Katherine A. Carrier, Member


C. James Owen, Member

ATTEST


Patricia J. Crick, Clerk



**CONTRACT BETWEEN THE CITY OF FORT WAYNE
AND THE ALLEN COUNTY SOLID WASTE DISTRICT
FOR PARTICIPATION IN THE ALLEN COUNTY SOLID WASTE DISTRICT
YARD WASTE MANAGEMENT PROGRAM**

This Contract is made and entered into between the Allen County Solid Waste District, One Main Street, Room B-86, Fort Wayne, IN 46802, hereinafter "District," by and through the Allen County Solid Waste District Board, hereinafter "Board" and the City of Fort Wayne, hereinafter "City," by and through its Board of Public Works, hereinafter "City." By executing this Contract, parties agree that Intergovernmental Agreement previously executed by the parties in May, 1993, is rendered null and void. This Contract supersedes the May, 1993, agreement and sets out all terms of the parties' agreement regarding operation of the City's composting site.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1. Purpose. The purpose of this Contract is to define the rights and obligations of the parties with respect to the District Yard Waste Management Program

1.2. Cooperation. The District and City Shall cooperate and make all reasonable efforts to ensure expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. It is the parties intent that the term of this Contract run from September 1, 1993, to August 31, 1994, regardless of the date of execution of this document, unless earlier termination occurs by operation of law or according to the provisions herein.

1.4. Option Term. This Contract shall automatically renew for subsequent terms of one year unless written notice of intent to terminate is given by either party at least ninety (90) days prior to expiration of the current term, or any subsequent term.

Such renewal(s) shall be under the same terms and conditions stated in this Contract, unless modifications are made to this Contract in writing.

2. DEFINITIONS. Unless the language or context clearly indicates a different meaning is intended, the words, terms and phrases stated below, shall be defined as follows:

1. **Compost:**
The product produced by the composting of vegetative matter and other types of organic material.
2. **Composting:**
"Composting" means an aerobic degradation process by which plant and other organic wastes decompose under controlled conditions to produce a usable product, as defined in Indiana Code Section 13-4.5-1-5.
3. **Residential Vegetative Matter**
Wood waste and/or yard waste in a quantity of one-half ton or 2 cubic yards or less.
4. **Vegetative Matter:**
Any yard or landscaping waste, including leaves, grass, brush, limbs, and branches, resulting from commercial, industrial and agricultural operations or from community activities. Vegetative matter shall be deemed to include all material covered by the definitions for wood waste and yard waste set out herein.
5. **Wood Waste:**
Brush, limbs and wood from residential and commercial tree trimming or pruning activities, Christmas Trees, and wood debris from storm damage. Does not include land clearing waste resulting from commercial activities.
6. **Yard Waste:**
Leaves, grass clippings, yard trimmings, weeds, brush, and other organic garden debris.

3. CITY'S OBLIGATIONS.

3.1 City agrees to operate composting sites at 5510 Lake Avenue, Fort Wayne, Indiana, for use by the District in carrying out its Yard Waste Management Program. Parties agree any necessary changes

to said site location from its current size and dimensions (3 acres more or less) shall be negotiated by the parties and that the City shall be entitled to fair and reasonable compensation for any additional land dedicated to operating District's Yard Waste Management Program. Parties agree that in no instance shall said site exceed 5 acres.

3.2 Incoming Vegetative Matter. The District shall accept all yard waste at its composting site located at 5510 Lake Avenue, Fort Wayne, Indiana, from residents of the District and District municipalities at no charge until December 31, 1993. Vegetative matter, other than from residents and municipalities, shall also be accepted as of September 1, 1993; however, tipping fees may be charged for same. Commencing January 1, 1994, tipping fees may also be charged for yard waste accepted from municipalities (excluding the City of Fort Wayne) of the District, and from residents when delivered in quantities greater than $\frac{1}{2}$ ton per day (or cubic yard equivalent). Tipping fees shall be established as set out in 3.4 below.

City yard waste delivered to the site shall be maintained separately from other such yard waste. No tipping fee shall be due from the City for vegetative matter collected by it for composting, when such material is separately handled. The City shall have the right to use any such vegetative matter or compost resulting therefrom for its own purposes at no charge (City Compost). Likewise, City shall not bill the District for the labor necessary to produce said City Compost.

Yard waste may be rejected from any source if it could jeopardize the quality of the program (ie., diseased material, material highly contaminated with non-compostable or hazardous items.)

3.3 Sale of Finished Compost. Finished compost shall be made available for use by District residents at no charge in quantities of $\frac{1}{2}$ ton loads (or equivalent in cubic yards) per person per day or less. Any quantity greater than $\frac{1}{2}$ ton shall be sold at a rate established by the District. Any funds received shall be remitted to the District to offset expenditures. The City shall not be charged for City Compost. Any monies paid to the City (under the District's program) shall be remitted to the District, along with applicable documentations within 7 days of receipt.

3.4. Tipping Fees. As of January 1, 1994, the District shall establish a schedule of tipping fees which shall apply to all residential, community, municipal, industrial, agricultural and commercial vegetative matter (excluding Fort Wayne when handled as set out above.) A schedule of tipping fees may be established and implemented for vegetative matter accepted from commercial enterprises at any time after September 1, 1993. Fees shall be consistently applied to any and all future sites. Any funds received through operation of the District's composting program

shall be remitted to the District to offset expenditures. Any monies so paid to the City shall be remitted to the District, along with applicable documentations within 10 days of receipt.

3.5. Rotation of Equipment. City shall abide by the rotation schedule established by the District for various items of equipment used in operating the District Yard Waste Management Program. Equipment shall be inspected by the Allen County Highway Department prior to changing locations. An inspection shall also be conducted upon delivery of equipment to the site.

3.6. Hours of Operation. City must provide reasonable hours to accommodate the needs of the public (ie. week-night hours or Saturday hours) during the yard waste season (mid-April through mid-December) for public drop-off. Hours and labor costs shall be mutually agreed upon the City and the District. District agrees to reimburse the City for its cost of maintaining said site and to provide enforcement for District's ordinances governing proper disposal of yard waste, leaves, and solid waste at said site.

3.7. Equipment. City agrees to operate the equipment provided by the District according to Equipment Manufacturer's Guidelines and in the most safe and reasonable manner to ensure the long-life of the equipment. City further agrees to cease operation and notify the District immediately when equipment needs repair or is due for regular maintenance, as defined in the maintenance schedule set forth by the District. City shall reimburse the District for maintenance of any District equipment operated by City Utilities for purposes other than the District's Yard Waste Management Program, according to the schedule of fees and charges set by the District and City.

3.8. Record Keeping. Records shall be kept of the quantity of vegetative matter at the District's composting site and the final disposition of said material whether sold, distributed for free, used by the facility as cover, or sent to a facility for final disposal. Records will be maintained by mutual agreement of the District and the City.

4. DISTRICT'S OBLIGATIONS.

4.1. Equipment. The District shall provide to the City the use of equipment to process wood waste and to manage windrows. The use of the equipment to process wood waste shall be provided according to a rotation schedule established by the District.

4.2. Funding. The District shall reimburse City Utilities/Civil City for all costs associated with operation of District's composting program. The parties agree to work in good faith to mutually agree upon all such expenditures. These costs are to include City Utilities' employees labor and rental for all City

Utilities' equipment use, and gas and maintenance costs for Civil City equipment. Additionally, the District shall be solely responsible for any cost incurred through site or operational changes necessary to comply with new or amended state or federal regulations. The funds (\$20,000) previously allocated to the City by the ACSWD shall be used for the composting program as follows: the purchase of a front end loader and conveyor, to be owned by the City, (purchases made with a matching grant from the State); extended summer hours through 9/1/93, balance to be used at sole discretion of City Solid Waste Manager for City's Composting Program.

The City shall bill the District for City Utilities' labor costs, City Utilities' equipment usage costs, Civil City's equipment gas and maintenance costs or any site or operational changes needed, according to the terms of Fee Scheduled and Addendum attached hereto. In any such instance, the City shall submit a detailed invoice to the District, payment for which shall be due within forty-five (45) days of the date of said invoice unless District objects in writing to the invoiced item or amounts within ten (10) working days of invoice date. Should the District fail to timely satisfy any such invoice, City shall be absolved of any obligation to complete the relevant labor or purchase.

4.3 Maintenance and Repair of Equipment. The District agrees to fund the maintenance and repair of all District-owned equipment so long as the need for repairs results from the normal use and operation of the equipment, and in every other instance except that caused by negligent or willful misuse by the City.

4.4. Insurance. The District shall maintain adequate insurance coverage on the District owned equipment. The District shall maintain, in accordance with applicable laws and regulations, adequate liability and comprehensive insurance in the amount of \$300,000 per occurrence and \$5M aggregate. The District shall name the City of Fort Wayne as additional insured and provide the City with a copy of the Certificate of Insurance. City, being self-insured, agrees to hold harmless and indemnify District for any claims or causes of action arising out of City's operations at said site.

4.5. Rotation Schedule. The District shall establish a rotation schedule to determine a timetable by which the equipment may be used by the City at the various composting sites covered by this agreement and otherwise operated by the District.

4.6. Maintenance Schedule. The District shall provide the City with an equipment maintenance schedule.

5. COMPLIANCE WITH LAWS/STANDARDS.

5.1. General. Parties shall abide by all Federal, State and Local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs and staff for which City or District is responsible. All legal requirements for the operation of a composting program shall be the responsibility of the District. The District's Executive Director shall be the site operator and shall be responsible for all state certification requirements for the District's composting site. District agrees to provide City with any proposed or enacted new or amended legal requirements affecting its performance under this Agreement immediately upon discovery of same. Parties agree to make all reasonable efforts to assist each other in maintaining compliance with all applicable legal requirements.

5.2. Violations. Any violation of Federal, State or Local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license or certifications by either party may be deemed a material breach of this Contract at the discretion of the non-breaching party. Whether accidental or intentional, this loss shall entitle the non-breaching party to terminate this Contract upon delivery of written notice of intent to terminate to the authorized representative.

5.3. Nuisance. It shall be the responsibility of the City to prevent harmful environmental impacts or nuisance situations which may result from operations or facilities used in the performance of the contract, whenever possible. The District shall have the right to periodically inspect, during normal hours of operation, any processing operation of the City to determine contract compliance.

5.4. Indiana Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Indiana, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Indiana.

6. HOLD HARMLESS AND INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract. It is understood and agreed that the liability of each party shall be limited by the provisions of the Indiana Code 34-4-16.5-4 or other applicable law.

7. DISPUTES/UNCONTROLLABLE CIRCUMSTANCES

7.1. The District and the City agree to attempt to resolve quickly all disputes not amounting to breach of Contract, and all other matters of controversy and those related to uncontrollable circumstances, and agree to use all reasonable efforts to mitigate adverse effects through negotiation or arbitration whenever possible.

If a matter arising under this paragraph is unable to be resolved within ninety (90) days the non-defaulting party may terminate this Contract upon ten (10) days written notice.

8. TERMINATION.

8.1. Right of Termination. The District may terminate this Contract at any time if the District, by its sole judgment and decision, determines that any of the following has occurred:

a. The yard waste collected was knowingly placed in an illegal final disposal facility without approval from the District.

b. The City has otherwise breached any material term of this Contract.

8.2 Right of Termination. The City may terminate this Contract at any time if the City, by its sole judgment and decision, determines that the District has breached any material term of this Contract.

8.3. Personal Delivery. Notice of Intent to Terminate shall be personally delivered in writing. Notice is deemed effective on the 10th business day following delivery to the party's Authorized Representative unless a longer period is set out in the Notice. Immediate termination shall be deemed appropriate only in situations where public health and/or safety are in jeopardy through continued operation of the site and program.

8.4. Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.

8.5. Non-Appropriation. Notwithstanding any provision of this Contract to the contrary, this Contract may be terminated by either party in the event sufficient funds from the District, State, Federal government or other sources are not appropriated, obtained and continued at a sum reasonably relied on for the performance of this Contract.

9. REPRESENTATIVE.

9.1. Authorized Representative. The following named persons are designated the Authorized Representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the District, the Authorized Representative shall have only the authority specifically or generally granted by the Board. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

To City:

Charles E. Layton, Director
Board of Public Works
One Main Street, Rm. 920
Fort Wayne, IN 46802
(219) 427-1109

To District:

Anthony Burrus, Director
Allen Co. Solid Waste District
One Main Street, Rm. B-86
Fort Wayne, IN 46802
(219) 428-7265

10. SEVERABILITY. The provisions of this Contract shall be deemed severable. If any party of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

IN WITNESS HEREOF, the parties have executed this Contract the day and year first set forth above.

APPROVED AS TO FORM:

ALLEN COUNTY SOLID WASTE
DISTRICT

District Attorney/Date

BY:

Edwin J. Rousseau
President of the Board
Date of Signature_____

APPROVED AS TO FORM:

CITY

City Attorney/Date

BY:

Name:

Title:

Date of Signature_____

Approved by Allen County Solid
Waste District Board Resolution
No. _____

Corporation/Organization

This instrument was acknowledged before me on _____, 19____,
by _____, (title)_____,
of (company name) _____, who,
being duly sworn, represents and warrants that he/she/they is/are
authorized by law and all necessary board action to execute this
contract on behalf of the corporation/organization, intending this
contract to be a legally binding obligation of the
corporation/organization.

Notary Public

Resident of:
My Commission Expires:

ADDENDUM

TO

**CONTRACT BETWEEN THE CITY OF FORT WAYNE
AND THE ALLEN COUNTY SOLID WASTE DISTRICT
FOR PARTICIPATION IN THE ALLEN COUNTY SOLID WASTE DISTRICT
YARD WASTE PROGRAM**

In addition to the terms set out in the Contract, the City of Fort Wayne and the Allen County Solid Waste District further agree to the following conditions. This Attachment is necessary to deal with the site as it currently exists.

1. The District has agreed to purchase a tub grinder. However, should the District not take possession of this grinder by January, 1994, District agrees to pay rental for a grinder in order to mulch the brush pile existing on the site at that time.
2. City agrees to make all reasonable efforts to maintain said pile until a grinder may be obtained and put into use at the site.
3. The City agrees not to charge the District for the labor involved in grinding the brush pile existing as of September 1, 1993. For any brush accumulated at the site after September 1, 1993, the City shall charge the District for its labor. All City Utilities' labor, City Utilities' equipment maintenance and/or operational costs shall be set out in the applicable Fee Schedule attached hereto and made a part hereof.
4. The City agrees to reimburse the District according to the Indiana Department of Environmental Management's (IDEM) Guidelines for maintenance of grinding equipment in connection with its use of the District's grinder for disposing of the brush pile that existed at the site on September 1, 1993.
5. The City agrees to separately maintain all yard waste brought in by Civil City departments. The City Utilities shall provide the labor and equipment to turn the leaves brought in by the City and shall dispose of same in its sludge lagoons. Thus, District shall be charged only for the Utilities' labor and equipment used to handled yard waste brought in from sources other than the City of Fort Wayne.

FEE SCHEDULE

CITY UTILITIES EQUIPMENT CHARGES

\$31/hr - 1970 175C International Crawler Loader
18/hr - 1963 Allis Chalmers Loader with 2-1/2 cubic yard bucket
40/hr - 1983 S1900 International Tandem Dump Truck 11 cu yd bed
65/hr - 1975 H100C 5 cubic yard Front End Huff Loader
44/hr - 1980 Case 580C Backhoe
30/hr - 1975 Pay Star 5000 Semitrailer w/20 cu yd dump trailer
28/hr - 1975 Lindig 125 Shredder
3/hr - 1978 John Deere 401B Tractor

*Any additional equipment used will be added to this Fee Schedule as needed.

CITY UTILITIES LABOR CHARGES

Regular Hours - \$21.95/hr
Overtime 33.00/hr

APPROVED AS TO FORM:

District Attorney/Date

ALLEN COUNTY SOLID WASTE
DISTRICT

BY: _____

Anthony G. Burrus

Director

Date of Signature _____

APPROVED AS TO FORM:

City Attorney/Date

CITY

BY: _____

Name: _____

Title: _____

Date of Signature _____

Approved by Allen County Solid
Waste District Board Resolution
No. _____

Read the first time in full and on motion by Long,
seconded by _____, and duly adopted, read the second time by
title and referred to the Committee on Regulations (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 12-14-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Long,
seconded by _____, and duly adopted, placed on its passage.
PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-14-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. R-66-93
on the 14th day of December, 1993

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 15th day of December, 1993,
at the hour of 2:00 o'clock P, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of December,
1993, at the hour of 11:15 o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

R-93-12-16



Paul Helmke
Mayor

THE CITY OF FORT WAYNE

Date: December 7, 1993

To: Common Council Members

From: Barb Nussa

Re: Composting Site Contract with
the Allen County Solid Waste District



R-93-12-16

Enclosed please find a copy of the proposed composting contract between the City of Fort Wayne and Allen County Solid Waste District (ACSWD). This contract sets out terms for the City's composting site, 5510 Lake Avenue, to become one of two district composting sites. The basic points in this contract are:

1. The District will reimburse the City for all costs associated with the operation of the District's composting program.
2. The contract will be retroactive to 9/1/93. The term of the contract is for one year.
3. Starting 1/1/94 the District will establish a tipping fee schedule for municipalities (excluding Ft. Wayne), commercial, residential (only if over 1/2 ton per day), industrial and agricultural. Before 1/1/94 no fees will be charged. The District will keep all revenues.
4. The City's yard waste (leaf pick up) will be delivered to 5510 Lake Avenue, but will be kept separate from the District's composting operation. These leaves will be used by City Utilities with their wastewater sludge. The District will not be billed for the City Utilities's composting operation.
5. The District will be responsible for any site changes due to new state or federal rules or regulations.
6. The District will provide a tub grinder to use in the composting operation.
7. The District will maintain adequate insurance coverage on the District-owned equipment. The District shall maintain adequate liability and comprehensive insurance in the amount of \$300,000 per occurrence/\$5M aggregate.

The District's Board has approved this contract. The Board of Public Works will receive a resolution for approval on 12/8/93. A resolution will be presented to you on 12/14/93 for introduction. I am requesting passage of this resolution that same night. The City has been tracking costs involved with the composting program since 9/1/93 and would like the District to reimburse the City as soon as possible. Please call me if you have any questions regarding this contract at 427-1345. Thanks.

An Equal Opportunity Employer
One Main Street, Fort Wayne, Indiana 46802

DIGEST SHEET

TITLE OF ORDINANCE	<u>RESOLUTION</u>
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DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE APPROVES RESOLUTION BY THE BOARD
OF PUBLIC WORKS WHEREBY THE CITY ENTERS INTO THE ALLEN
COUNTY SOLID WASTE DISTRICT YARD WASTE MANAGEMENT PROGRAM
CONTRACT (COMPOSTING SITE CONTRACT).

EFFECT OF PASSAGE APPROVES CITY'S PARTICIPATION IN THE
ALLEN COUNTY SOLID WASTE DISTRICT'S YARD WASTE MANAGEMENT
PROGRAM.

EFFECT OF NON-PASSAGE CITY CANNOT PARTICIPATE IN THE
ALLEN COUNTY SOLID WASTE DISTRICT'S YARD WASTE MANAGEMENT
PROGRAM.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. R-93-12-16

REPORT OF THE COMMITTEE ON
REGULATIONS

DAVID C. LONG & REBECCA J. RAVINE - CO-CHAIRPERSONS
LUNSEY, SCHMIDT

WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) APPROVING THE ALLEN
COUNTY SOLID WASTE DISTRICT YARD WASTE MANAGEMENT PROGRAM
CONTRACT BETWEEN THE CITY OF FORT WAYNE AND THE ALLEN COUNTY
SOLID WASTE DISTRICT.

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Rebecca Ravine

David C. Long

Mike Schmidt

Q. Blum

DATED: 12-14-93

Sandra E. Kennedy
City Clerk